

DEVELOPMENT SERVICES DEPARTMENT

Planning & Zoning 954-797-1103

Building & Occupational Licensing 954-797-1111

Code Enforcement 954-797-1121

Engineering 954 797-1113

TOWN OF DAVIE 6591 ORANGE DRIVE, DAVIE, FLORIDA 33314-3399

MEMORANDUM

ENG 10-25-04

TO: Russell Muniz, Town Clerk

FROM: Larry A. Peters, P.E., Town Engineer

THROUGH: Mark A. Kutney, AICP, Development Services Director

DATE: October 25, 2004

RE: LaCroix and Buitrago Resolutions

This is to serve as a request to withdraw items 4.9 and 4.10 from the November 3, 2004 agenda until the fully executed documents are received.

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Mark Kutney, AICP, Development Services Director
Prepared by: Larry A. Peters, P.E., Town Engineer (954) 797-1113

SUBJECT: Ordinance

AFFECTED DISTRICT: District 4

TITLE OF AGENDA ITEM:

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING CERTAIN RIGHTS OF WAY FROM GABRIEL BUITRAGO, PROPERTY OWNER; AND PROVIDING AN EFFECTIVE DATE.

REPORT IN BRIEF:

The Town Engineering Staff has determined that it is necessary for the benefit of the residents of the Town that certain roadway improvements be constructed. In order to accomplish this goal, the Town Staff has obtained from property owner, Gabriel Buitrago, the necessary rights of way needed by the Town for the improvements. Copies of the rights of way are attached to the accompanying Resolution and Town Council approval is necessary for the Town to accept from Mr. Buitrago the needed rights of way and to authorize the recordation of same in the Public Records of Broward County, Florida

PREVIOUS ACTIONS: None

CONCURRENCES: Reviewed by Town Attorney on August 18, 2004.

FISCAL IMPACT: Not Applicable

RECOMMENDATION(S):

The Town Engineering Division recommends that the Town Council approve the attached Resolution and authorize acceptance of the rights of way and authorize recording of same in the Public Records of Broward County, Florida

Attachment(s): Resolution and rights of way

RESOLUTION R-2004- _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA ACCEPTING CERTAIN RIGHTS OF WAY FROM PROPERTY OWNER GABRIEL BUITRAGO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Davie recognizes the need to construct and maintain certain roadway improvements located within the Town Limits' and

WHEREAS, it has been determined that such improvements will be a benefit to the Town and its residents; and

WHEREAS, the Town is in need of obtaining certain rights of way from property owner, Gabriel Buitrago, in order to accomplish these needed improvements; and

WHEREAS, the Town has received from property owner, Gabriel Buitrago, the necessary rights of way, copies of which are annexed hereto, which will enable the construction of the needed roadway improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie, Florida does hereby authorize the Town to accept from the property owner the attached rights of way and to record same in the Public Records of Broward County, Florida.

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption..

PASSED AND ADOPTED THIS _____ DAY OF _____, 2004.

MAYOR/COUNCILMEMBER

ATTEST:

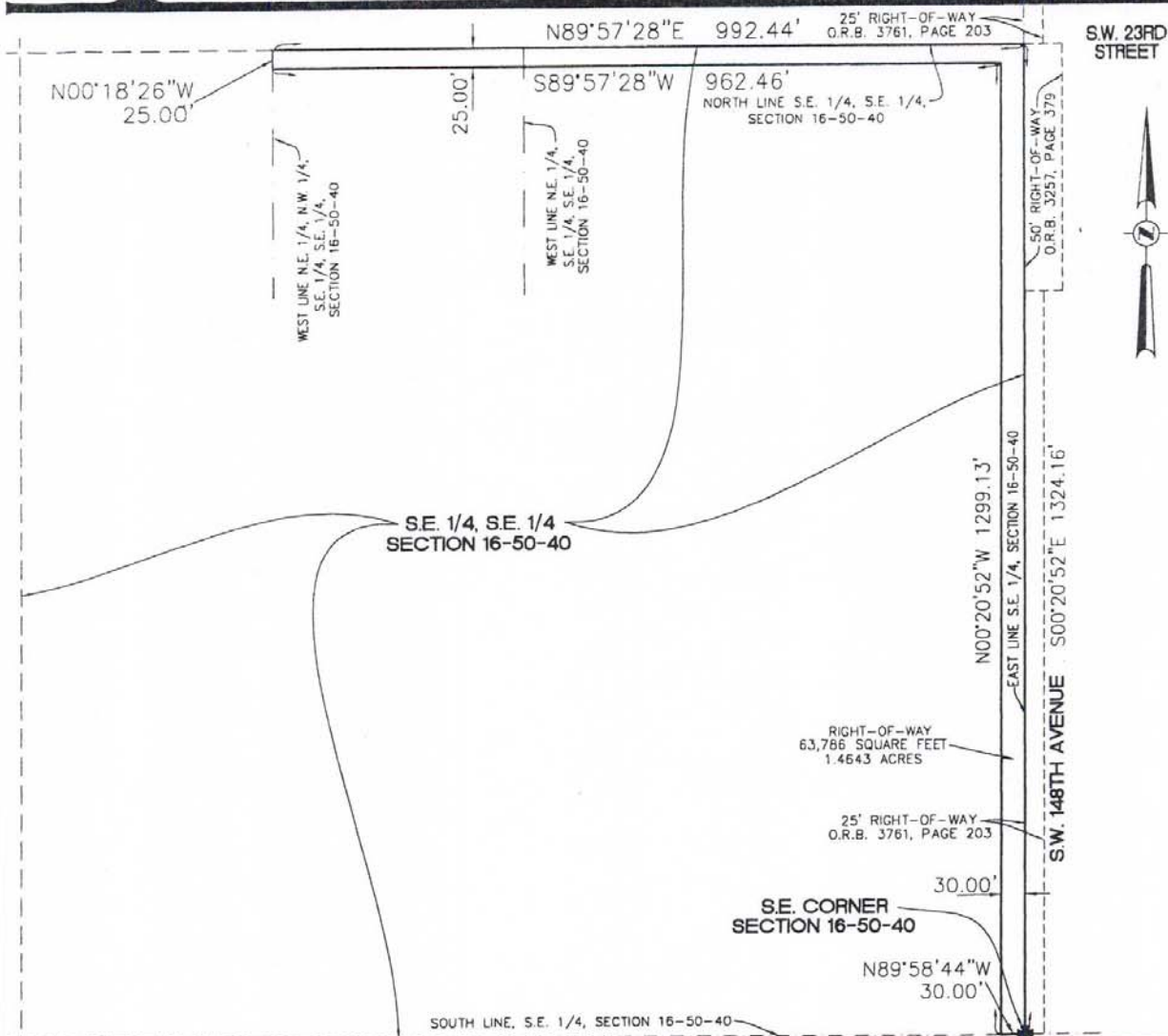
TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2004.



SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION #LB3870



FILE: SUMMA ENTERTAINMENT INC.

SCALE: 1"=200'

ORDER NO.: 45859B

DATE: 06/29/04

SOUTHWEST 148TH AVENUE

DAVIE, BROWARD COUNTY, FLORIDA

FOR: LIVING WATERS

SHEET ONE OF TWO SHEETS

John F. Pulice, Reg. Land Surveyor #2691
Beth Burns, Reg. Land Surveyor #6136
State of Florida



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LEGAL DESCRIPTION: RIGHT-OF-WAY

THE NORTH 25.00 FEET, TOGETHER WITH THE EAST 30.00 FEET, OF THE EAST ONE HALF OF THE SOUTHEAST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SECTION 16, TOWNSHIP 50 SOUTH, RANGE 40 EAST, BROWARD COUNTY, FLORIDA, TOGETHER WITH THE NORTH 25.00 FEET OF THE EAST ONE HALF OF THE NORTHWEST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SAID SECTION 16, TOWNSHIP 50 SOUTH, RANGE 40 EAST.

CONTAINING 63,786 SQUARE FEET, 1.4643 ACRES.

NOTES:

- 1) BEARINGS ARE BASED ON THE EAST LINE OF THE S.E. 1/4 OF SECTION 16 BEING N02°20'52"W.
- 2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 3) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 4) O.R.B. DENOTES: OFFICIAL RECORDS BOOK.

FILE: SUMMA ENTERTAINMENT INC.

SCALE: 1"=200'

ORDER NO.: 45859B

DATE: 06/29/04

SOUTHWEST 148TH AVENUE

DAVIE, BROWARD COUNTY, FLORIDA

FOR: LIVING WATERS

SHEET TWO OF TWO SHEETS

John F. Pulice, Reg. Land Surveyor #2691
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State of Florida



PARTIES AND DESCRIPTION OF PROPERTY

1. **SALE AND PURCHASE:** WARREN J LA CROIX OR OWNER OF RECORD ("Seller")
and GABRIEL BUITRAGO ("Buyer")

agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
Address: SW 148TH AVE., DAVIE FL

Legal Description:

NO LEGAL AVAILABLE AT THIS TIME. THE EAST 30 FT., RUNNING NORTH AND SOUTH AND THE NORTH 25 FT.
RUNNING EAST AND WEST OF PROPERTY FOLIO NUMBER 5040-16-00-0042

including all improvements and the following additional property:

PRICE AND FINANCING

2. **PURCHASE PRICE:** \$ 80,000.00 payable by **Buyer** in U.S. funds as follows:

- (a) \$ 11,000.00 Deposit received (checks are subject to clearance) UPON ACCEPTANCE, _____ by

Signature for JOHN LA CROIX ("Escrow Agent")
Name of Company
- (b) \$ 0.00 Additional deposit to be made by _____, _____ or _____ days from
Effective Date.
- (c) 0.00 Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage)
- (d) \$ 0.00 Other: _____
- (e) \$ 69,000.00 Balance to close (not including **Buyer's** closing costs, prepaid items and prorations). All funds
paid at closing must be paid by locally drawn cashier's check, official check or wired funds.

☐ (f) (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) The unit
used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify: _____)
prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a calculation of
total area of the Property as certified to **Buyer** and **Seller** by a Florida-licensed surveyor in accordance with Paragraph
8(c) of this Contract. The following rights of way and other areas will be excluded from the calculation:

3. **CASH/FINANCING:** (Check as applicable) ☒ (a) **Buyer** will pay cash for the Property with no financing contingency.
☐ (b) This Contract is contingent on **Buyer** qualifying and obtaining the commitment(s) or approval(s) specified below (the
"Financing") within _____ days from Effective Date (if left blank then Closing Date or 30 days from Effective Date, whichever
occurs first) (the "Financing Period"). **Buyer** will apply for Financing within _____ days from Effective Date (5 days if left blank)
and will timely provide any and all credit, employment, financial and other information required by the lender. If **Buyer**, after
using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may cancel this
Contract. Upon cancellation, **Buyer** will return to **Seller** all title evidence, surveys and association documents provided by
Seller, and **Buyer's** deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.
Buyer will pay all loan expenses, including the lender's title insurance policy.

☐ (1) **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____ or
_____% of the purchase price at the prevailing interest rate and loan costs. **Buyer** will keep **Seller** and Broker fully
informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all
such information to **Seller** and Broker.

☐ (2) **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the
amount of \$ _____, bearing annual interest at _____% and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally
accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the

Buyer (422) (_____) and **Seller** (_____) acknowledge receipt of a copy of this page, which is Page 1 of 6 Pages.



mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days from Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

☐ (3) **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month including principal, interest, ☐ taxes and insurance and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the lender disapproves **Buyer**, or the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this agreement will terminate and **Buyer's** deposit(s) will be returned.

CLOSING

4. **CLOSING DATE; OCCUPANCY:** This Contract will be closed and the deed and possession delivered on or before OCTOBER 20, 2004, unless extended by other provisions of this Contract. If on Closing Date insurance underwriting is suspended, **Buyer** may postpone closing up to 5 days after the insurance suspension is lifted.

5. **CLOSING PROCEDURE; COSTS:** Closing will take place in the county where the Property is located and may be conducted by electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** and brokerage fees to Broker as per Paragraph 17. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) **Seller Costs:** **Seller** will pay taxes on the deed and recording fees for documents needed to cure title; certified, confirmed and ratified special assessment liens; title evidence (if applicable under Paragraph 8); Other:

(b) **Buyer Costs:** **Buyer** will pay taxes and recording fees on notes and mortgages and recording fees on the deed and financing statements; loan expenses; pending special assessment liens; lender's title policy at the simultaneous issue rate; inspections; survey and sketch; insurance; Other:

(c) **Title Evidence and Insurance:** Check (1) or (2):

☒ (1) **Seller** will provide a Paragraph 8(a)(1) owner's title insurance commitment as title evidence. ☐ **Seller** ☒ **Buyer** will select the title agent. ☐ **Seller** ☒ **Buyer** will pay for the owner's title policy, search, examination and related charges. Each party will pay its own closing fees.

☐ (2) **Seller** will provide title evidence as specified in Paragraph 8(a)(2). ☐ **Seller** ☐ **Buyer** will pay for the owner's title policy and select the title agent. **Seller** will pay fees for title searches prior to closing, including tax search and lien search fees, and **Buyer** will pay fees for title searches after closing (if any), title examination fees and closing fees.

(d) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes, interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(e) **Tax Withholding:** **Buyer** and **Seller** will comply with the Foreign Investment in Real Property Tax Act, which may require **Seller** to provide additional cash at closing if **Seller** is a "foreign person" as defined by federal law.

PROPERTY CONDITION

6. **LAND USE:** **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, with conditions resulting from **Buyer's** inspections and casualty damage, if any, excepted. **Seller** will maintain the landscaping and grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(b) **Government Regulation:** **Buyer** is advised that changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for canceling this Contract if the Feasibility Study Period has expired or if **Buyer** has checked choice (c)(2) below.

(c) **Inspections:** (check (1) or (2) below)

☒ (1) **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within 30 days from Effective Date ("Feasibility Study Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for RIGHT OF WAY

use. During the Feasibility Study Period, **Buyer** may conduct a Phase I environmental assessment and any other tests, analyses, surveys and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural and environmental properties; zoning and

110 Buyer (Signature) and Seller (Signature) acknowledge receipt of a copy of this page, which is Page 2 of 6 Pages.

111 zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other
112 utilities; consistency with local, state and regional growth management plans; availability of permits, government
113 approvals, and licenses; and other Inspections that **Buyer** deems appropriate to determine the Property's suitability
114 for the **Buyer's** intended use. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate
115 government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or
116 rezoning approvals.

117 **Seller** gives **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Feasibility
118 Study Period for the purpose of conducting Inspections; provided, however, that **Buyer**, its agents, contractors and
119 assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless
120 from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, expenses and liability
121 incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of
122 any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a
123 construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not
124 close, **Buyer** will, at **Buyer's** expense, (1) repair all damages to the Property resulting from the Inspections and
125 return the Property to the condition it was in prior to conduct of the Inspections, and (2) release to **Seller** all reports
126 and other work generated as a result of the Inspections.

127 **Buyer** will deliver written notice to **Seller** prior to the expiration of the Feasibility Study Period of **Buyer's**
128 determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement
129 will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property
130 is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed
131 terminated as of the day after the Feasibility Study period ends and **Buyer's** deposit(s) will be returned after Escrow
132 Agent receives proper authorization from all interested parties.

133 ☐ (2) **No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being
134 satisfied that either public sewerage and water are available to the Property or the Property will be approved for the
135 installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations
136 and restrictions, such as subdivision or deed restrictions, concurrency, growth management and environmental
137 conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

138 (d) **Subdivided Lands:** If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any
139 contiguous land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots,
140 parcels, units, or interests; or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into
141 50 or more lots, parcels, units, or interests which are offered as a part of a common promotional plan.", **Buyer** may
142 cancel this Contract for any reason whatsoever for a period of 7 business days from the date on which **Buyer** executes
143 this Contract. If **Buyer** elects to cancel within the period provided, all funds or other property paid by **Buyer** will be
144 refunded without penalty or obligation within 20 days of the receipt of the notice of cancellation by the developer.

145 **7. RISK OF LOSS; EMINENT DOMAIN:** If any portion of the Property is materially damaged by casualty before closing,
146 or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings,
147 or if an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may cancel this Contract
148 by written notice to the other within 10 days from **Buyer's** receipt of **Seller's** notification, failing which **Buyer** will close in
149 accordance with this Contract and receive all payments made by the government authority or insurance company, if any.

150 TITLE

151 **8. TITLE:** **Seller** will convey marketable title to the Property by statutory warranty deed or trustee, personal representative
152 or guardian deed as appropriate to **Seller's** status.

153 (a) **Title Evidence:** Title evidence will show legal access to the Property and marketable title of record in **Seller** in
154 accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of
155 which prevent **Buyer's** intended use of the Property as _____: covenants, easements and
156 restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if
157 there is no right of entry; current taxes; mortgages that **Buyer** will assume; and encumbrances that **Seller** will discharge at
158 or before closing. **Seller** will, prior to closing, deliver to **Buyer** **Seller's** choice of one of the following types of title evidence,
159 which must be generally accepted in the county where the Property is located (specify in Paragraph 5(c) the selected
160 type). **Seller** will use option (1) in Palm Beach County and option (2) in Miami-Dade County.

161 (1) **A title insurance commitment** issued by a Florida-licensed title insurer in the amount of the purchase price and
162 subject only to title exceptions set forth in this Contract.

163 (2) **An existing abstract of title** from a reputable and existing abstract firm (if firm is not existing, then abstract must be
164 certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the
165 Property recorded in the public records of the county where the Property is located and certified to Effective Date.
166 However if such an abstract is not available to **Seller**, then a **prior owner's title policy** acceptable to the proposed insurer
167 as a base for reissuance of coverage. **Seller** will pay for copies of all policy exceptions and an update in a format
168 acceptable to **Buyer's** closing agent from the policy effective date and certified to **Buyer** or **Buyer's** closing agent,
169 together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to
170 **Seller** then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

171 (b) **Title Examination:** **Buyer** will examine the title evidence and deliver written notice to **Seller**, within 5 days from receipt
172 of title evidence but no later than closing, of any defects that make the title unmarketable. **Seller** will have 30 days from

173 **Buyer** (X) and **Seller** () acknowledge receipt of a copy of this page, which is Page 3 of 6 Pages.

receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to cure the defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.

(c) **Survey:** Buyer may, prior to Closing Date and at Buyer's expense, have the Property surveyed and deliver written notice to Seller, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Buyer's and Seller's obligations will be determined in accordance with subparagraph (b) above. If any part of the Property lies seaward of the coastal construction control line, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the property, unless Buyer waives this requirement in writing.

MISCELLANEOUS

9. EFFECTIVE DATE; TIME: The "Effective Date" of this Contract is the date on which the last of the parties initials or signs the latest offer. Time is of the essence for all provisions of this Contract. All time periods expressed as days will be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national legal holidays), except for time periods greater than 60 days, which will be computed in calendar days. If any deadline falls on a Saturday, Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

10. NOTICES: All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will render that contingency null and void and the Contract will be construed as if the contingency did not exist.

11. COMPLETE AGREEMENT: This Contract is the entire agreement between Buyer and Seller. Except for brokerage agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

12. ASSIGNABILITY; PERSONS BOUND: Buyer may not assign this Contract without Seller's written consent. The terms "Buyer," "Seller," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives and assigns (if permitted) of Buyer, Seller and Broker.

DEFAULT AND DISPUTE RESOLUTION

13. DEFAULT: (a) **Seller Default:** If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without waiving the right to seek damages or to seek specific performance as per Paragraph 16. Seller will also be liable to Broker for the full amount of the brokerage fee. (b) **Buyer Default:** If Buyer fails to perform this Contract within the time specified, including timely payment of all deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as per Paragraph 16; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally among cooperating brokers) up to the full amount of the brokerage fee.

14. DISPUTE RESOLUTION: This Contract will be construed under Florida law. All controversies, claims, and other matters in question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

(a) **Disputes concerning entitlement to deposits made and agreed to be made:** Buyer and Seller will have 30 days from the date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real Estate Commission. Buyer and Seller will be bound by any resulting settlement or order.

(b) **All other disputes:** Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real estate licensee named in Paragraph 17 will be submitted to arbitration only if the licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing.

(c) **Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and

Buyer () and Seller () acknowledge receipt of a copy of this page, which is Page 4 of 6 Pages.

will equally split the arbitrators' fees and administrative fees of arbitration. In a civil action to enforce an arbitration award, the prevailing party to the arbitration shall be entitled to recover from the nonprevailing party reasonable attorneys' fees, costs and expenses.

ESCROW AGENT AND BROKER

15. ESCROW AGENT: Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with the terms of this Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed items to Buyer or Seller, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

16. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records unless Broker indicates personal verification of the representation. Buyer agrees to rely solely on Seller, professional inspectors and governmental agencies for verification of the Property condition and facts that materially affect Property value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors, agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

17. BROKERS: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Seller and Buyer acknowledge that the brokerage(s) named below are the procuring cause of this transaction. **Instruction to Closing Agent:** Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the brokers, unless Broker has retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below.

Noel Bloom

Real Estate Licensee

Keyes Company

Broker / Brokerage fee: (\$ or % of Purchase Price) 5%

ROBERT FERNANDEZ

Real Estate Licensee

REMAX PARTNERS

Broker / Brokerage fee: (\$ or % of Purchase Price) 5%

ADDITIONAL TERMS

18. ADDITIONAL TERMS:

Buyer will make all road improvements within 6 months of final Plat and site plan approval from the Town of Davie and Broward county. The name of the plat is Living Waters Estates.

Buyer will give Mr. La Croix the chance to bid on the road improvements required by the Town of Davie. *And All clearing and development of the 10 acres.*

Funding will take place at closing.

This contract is contingent upon City of Davie accepting the right of way being purchased, and providing legal access to Mr. Buitrago's property.

Buyer (initials) and Seller (initials) acknowledge receipt of a copy of this page, which is Page 5 of 6 Pages.

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322 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

323

OFFER AND ACCEPTANCE

324* (Check if applicable: ☐ Buyer received a written real property disclosure statement from Seller before making this Offer.)

325 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a
326* copy delivered to Buyer no later than ☐ a.m. ☐ p.m. on _____, this offer will be
327 revoked and Buyer's deposit refunded subject to clearance of funds.

328* Date: _____ Buyer: _____ Tax ID/SSN: _____
329* Print name: GABRIEL BUITRAGO

330* Date: _____ Buyer: _____ Tax ID/SSN: _____
331* Print name: _____

332* Phone: _____ Address: _____

333* Fax: _____

334* Date: _____ Seller: _____ Tax ID/SSN: _____
335* Print name: _____

336* Date: _____ Seller: _____ Tax ID/SSN: _____
337* Print name: _____

338* Phone: _____ Address: _____

339* Fax: _____

340* ☐ Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a
341* copy of the acceptance to Seller by 5:00 p.m. on _____). ☐ Seller rejects Buyer's offer.

342* Effective Date: _____ (The date on which the last party signed or initialed acceptance of the final offer.)

343* Buyer (AB) () and Seller () () acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.

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322 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

323 OFFER AND ACCEPTANCE

324 (Check if applicable: ☐ Buyer received a written real property disclosure statement from Seller before making this Offer.)

325 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a

326 copy delivered to Buyer no later than ☐ a.m. ☐ p.m. on , this offer will be

327 revoked and Buyer's deposit refunded subject to clearance of funds.

328 Date: Buyer: *Gabriel Ruitrigo* Tax ID/SSN:
329 Print name: GABRIEL RUITRAGO

330 Date: Buyer: Tax ID/SSN:

331 Print name:

332 Phone: Address:

333 Fax:

334 Date: Seller: *Earline M. LaCruz* Tax ID/SSN:

335 Print name: Earline M. LaCruz

336 Date: Seller: Tax ID/SSN:

337 Print name:

338 Phone: Address:

339 Fax:

340 ☐ Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a

341 copy of the acceptance to Seller by 5:00 p.m. on) ☐ Seller rejects Buyer's offer.

342 Effective Date: (The date on which the last party signed or initialed acceptance of the final offer.)

343 Buyer (*PR*) () and Seller (*ML*) () acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.

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